

City of Wichita Falls City Council Agenda



Glenn Barham, Mayor
Dorothy Roberts-Burns, Mayor Pro Tem
Michael Smith, District 1
Annetta Pope-Dotson, District 2
Rick Hatcher, District 3
Tim Ingle, District 4
Mary Ward, District 5

Darron Leiker, City Manager
Miles Risley, City Attorney
Lydia Ozuna, City Clerk



Notice Of Regular Meeting Of The Mayor And City Council Of The City Of Wichita Falls, Texas, To Be Held In The City Council Chambers, Memorial Auditorium, 1300 Seventh Street, Tuesday, January 17, 2012 Beginning At 8:30 A.M.

Item #	Bill #
1.	Call To Order
2.	(a) Invocation: Reverend David Crawford, Pastor Fain Presbyterian Church
	(b) Pledge Of Allegiance
3.	Comments From The Public To Members Of The City Council Concerning Items That Are Not On The City Council Agenda. People Wishing To Address The Council Should Sign Up Prior To The Meeting Commencing. A Five Minute Time Frame Will Be Adhered To For Those Addressing Their Concerns.
4.	Approval Of Minutes Of The January 3, 2012 Regular Meeting Of The Mayor And City Council

REGULAR AGENDA

5.	Ordinances	
	(a) Ordinance Appropriating \$42,826 To The Special Revenue Fund For the Ryan White Part C Grant for the Early Intervention Program And Authorizing The City Manager To Execute A Contract And All Other Documents Necessary To Receive Said Funds From Tarrant County For The Wichita Falls-Wichita County Health District Pursuant To Said Grant	#04

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| (b) | Ordinance Authorizing The City Manager To Execute All Necessary Documents To Settle <i>Refugio Lopez-Salas, and Gabriela C. Lopez, Individually and on behalf of the Estate of Yeni Judith Lopez Contreras, Deceased, and as next friends of Haram A. Lopez Contreras, a Minor, and Arturo Montoya and Gloria Montoya, individually and on behalf of the Estate of Gloria Montoya, deceased minor, vs. City of Wichita Falls</i>; Civil Action No. 175,873-B; Declaring The Settlement To Accurately Represent All Potential Parties To This Suit; Declaring Ernesto Briano Velazquez To Be The Father Of The Unborn Child Of Yeni Lopez Deceased In Accident Described In The Aforementioned Lawsuit; And Appropriating \$500,000 Of Funds From General Fund Reserves For Settlement Of Said Case | #05 |
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| 6. | Resolutions | |
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| (a) | Resolution Authorizing The Purchase Of 4 Outdoor Warning Sirens, Upgrade Components For 8 Existing Units, And 44 Narrow Band Conversion Kits For Radios From American Communication In The Amount Of \$147,243.60. | #06 |
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| (b) | Resolution Authorizing Expenditure By The City of Wichita Falls Police Department From The Seized Funds Account In The Amount Of \$77,223.73 For The Procurement Of Various Items Not Included In The FY 2011 / 2012 General Fund Budget | #07 |
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| 7. | Other Council Matters | |
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| (a) | Staff Council Discussion | |
| (b) | Discussion Of Items Of Concern To Members Of The City Council. | |
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| 8. | Executive Sessions: | |
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| (a) | Executive Session in accordance with Texas Government Code §551.071, consultation with attorney on matter involving pending or contemplated litigation or other matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act (including, but not limited to, legal issues related to <i>Refugio Lopez Salas, et al vs. City</i> | |
|------------|---|--|

of Wichita Falls and legal issues related to City acquisition of parcels of land on Lawrence Road and Call Field Road).

- (b) Executive Session in accordance with Texas Government Code § 551.087, to discuss or deliberate the offer of a financial or other incentive to a business prospect that the City Council seeks to have, locate, stay, or expand in or near the territory of the City of Wichita Falls and with which the City and/or economic development corporations created by the City are conducting economic development negotiations (including, but not limited to, Economic Development Prospect Update).**

9. Adjourn

Wheelchair or handicapped accessibility to the meeting is possible by using the handicapped parking spaces and ramp located off the east parking lot on the Sixth Street entrance. Spanish language interpreters, deaf interpreters, Braille copies or any other special needs will be provided to any person requesting a special service with at least 24 hours notice. Please call the City Clerk's Office at 761-7409. Wireless Listening System devices are available at the City Manager's reception area or you may call 761-7404 for inquiries.

Every item on this agenda shall be considered a public hearing. Regardless of the agenda heading under which any item is listed, any word or phrase of any item listed on this agenda shall be considered a subject for consideration for purposes of the Texas Open Meetings Act and other relevant law, and City Council may deliberate and vote upon any such subject and resolutions related thereto. Resolutions, ordinances, and other actions concerning any word, phrase, or other subject may be voted upon, regardless of any language of limitation found in this agenda or any document referring to such action. Any penal ordinance, development regulation or charter provision of the City of Wichita Falls or item which is funded by the current or next proposed City of Wichita Falls budget, including, without limitation, any street, water pipe, sewer, drainage structure, department, employee, contract or real property interest of the City of Wichita Falls, may be discussed and deliberated, and the subject is hereby defined as such without further notice. Any item on this agenda may be discussed in executive session if authorized by Texas law regardless of whether any item is listed under "Executive Sessions" of this agenda, regardless of any past or current practice of the City Council. Executive sessions described generally hereunder may include consideration of any item otherwise listed on the agenda plus any subject specified in the executive session notice. Executive sessions described generally hereunder are closed meetings, may include consideration of any item otherwise listed on the agenda plus any subject specified in the executive session notice, and may include items under Texas Government Code Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.084, and/or 551.087.

CERTIFICATION

I certify that the above notice of meeting was posted on the bulletin board at Memorial Auditorium, Wichita Falls, Texas on the _____ day of _____, 2012 at _____ o'clock (a.m.)(p.m.).

City Clerk

CITY COUNCIL AGENDA
January 17, 2012

ITEM/SUBJECT: Ordinance Appropriating \$42,826 To The Special Revenue Fund For the Ryan White Part C Grant for the Early Intervention Program And Authorizing The City Manager To Execute A Contract And All Other Documents Necessary To Receive Said Funds From Tarrant County For The Wichita Falls-Wichita County Health District Pursuant To Said Grant

INITIATING DEPT: Health

COMMENTARY: Approval of this ordinance will appropriate \$42,826 in renewal funding for the Early Intervention Program, which provides HIV clinical and social services. The contract term is January 1, 2012 through December 31, 2012. This does represent a 50% reduction in funding. While we cannot be guaranteed the remaining funds will be allocated it is our expectation that the funds will be appropriated when released by the Federal Government.

The Part C (Ryan White) grant provides funding for direct outpatient/ambulatory health services (\$22,000), medical case management (\$5,844), pharmaceutical assistance, (\$7,190), and oral healthcare (\$7,792) for HIV positive clients enrolled in the Early Intervention Program. The appropriation of these funds will allow for reimbursement to local health professionals for provision of these services as well as pay for Public Health District staff salaries and supplies.

☒ Director of Health

CITY MANAGER'S REMARKS: This ordinance is presented to consider the appropriation of \$42,826 in Ryan White (Part C) renewal funding for the Health Department's Early Intervention Program, which provides HIV clinical and social services. The contract term is January 1, 2012 through December 31, 2012.

☒ **City Manager**

ASSOCIATED INFORMATION: Ordinance

BUDGET CERTIFICATION (Account No./ Amount) (- -) / ()

☐ **Budget Office Review**

LEGAL CERTIFICATIONS:

☒ **APPROVED AS TO FORM:**

CODIFICATION:

☐ YES ☒ NO

City Attorney

ORDINANCE NO. _____

Ordinance Appropriating \$42,826 To The Special Revenue Fund For the Ryan White Part C Grant for the Early Intervention Program And Authorizing The City Manager To Execute A Contract And All Other Documents Necessary To Receive Said Funds From Tarrant County For The Wichita Falls-Wichita County Health District Pursuant To Said Grant

WHEREAS, the Health District has been offered revenue from Tarrant County for the Early Intervention Program; and

WHEREAS, the Health District and Tarrant County desire to enter into a contract for HIV services; and

WHEREAS, the approval of these funds could not have been anticipated prior to the adoption of the 2011-2012 budget.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

There is hereby appropriated in the Ryan White Part C Grant Special Revenue Fund \$42,826 for the Early Intervention Program, and the City Manager is authorized to execute a contract and all other documents necessary to receive said funds from Tarrant County for the Wichita Falls-Wichita County Health District pursuant to the Ryan White Part C Grant.

PASSED AND APPROVED this the 17th day of January, 2012.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
January 17, 2012

ITEM/SUBJECT: Ordinance Authorizing The City Manager To Execute All Necessary Documents To Settle *Refugio Lopez-Salas, and Gabriela C. Lopez, Individually, on behalf of the Estate of Yeni Judith Lopez Contreras, Deceased, and as next friends of Haram A. Lopez Contreras, a Minor, and Arturo Montoya and Gloria Montoya, individually and on behalf of the Estate of Gloria Montoya, deceased minor v. City of Wichita Falls*; Civil Action No. 175,873-B; Declaring The Settlement To Accurately Represent All Potential Parties To This Suit; Declaring Ernesto Briano Velazquez To Be The Father Of The Unborn Child Of Yeni Lopez Deceased In Accident Described In The Aforementioned Lawsuit; And Appropriating \$500,000 Of Funds From General Fund Reserves For Settlement Of Said Case

INITIATING DEPT: Legal

COMMENTARY: This case and the merits of any settlement were discussed during the Executive Session of the January 3rd City Council meeting. This Ordinance will authorize settlement of this lawsuit against the City and appropriate the funds necessary for said settlement.

☒ City Attorney

CITY MANAGER'S REMARKS: The staff of the City Attorney's Office has briefed the members of the City Council on the details of this lawsuit against the City. It is recommended that the City settle this action.

☒ **City Manager**

ASSOCIATED INFORMATION: Ordinance, Order Confirming Wrongful Death Beneficiary Status, Compromise and Settlement Agreements, Exhibit A

BUDGET CERTIFICATION: (100-1360-73070) NEW APPROPRIATION

☒ **Budget Office Review**

LEGAL CERTIFICATIONS:

☒ **APPROVED AS TO FORM:**

CODIFICATION:

☐ YES ☒ **NO City Attorney**

ORDINANCE NO. _____

Ordinance Authorizing The City Manager To Execute All Necessary Documents To Settle *Refugio Lopez-Salas, And Gabriela C. Lopez, Individually and On Behalf Of The Estate Of Yeni Judith Lopez Contreras, Deceased, And As Next Friends Of Haram A. Lopez Contreras, A Minor, And Arturo Montoya And Gloria Montoya, Individually And On Behalf Of The Estate Of Gloria Montoya, Deceased Minor, vs. City Of Wichita Falls*; Civil Action No. 175,873-B; Declaring The Settlement To Accurately Represent All Potential Parties To This Suit; Declaring Ernesto Briano Velazquez To Be The Father Of The Unborn Child Of Yeni Lopez Deceased In Accident Described In The Aforementioned Lawsuit; And Appropriating \$500,000 Of Funds From General Fund Reserves For Settlement Of Said Case

WHEREAS, *Refugio Lopez-Salas, And Gabriela C. Lopez, Individually and On Behalf Of The Estate Of Yeni Judith Lopez Contreras, Deceased, And As Next Friends Of Haram A. Lopez Contreras, A Minor, And Arturo Montoya And Gloria Montoya, Individually And On Behalf Of The Estate Of Gloria Montoya, Deceased Minor, vs. City Of Wichita Falls* (Cause No. 175,873-B, is filed in the District Court of Wichita County, Texas, 78th Judicial District);

WHEREAS, the City Council has appropriated the entire amount potentially available to all plaintiffs pursuant to the TEXAS TORT CLAIMS ACT, arising out of the auto accident on June 30, 2011, involving Officer Teddy Whitefield, Yeni Lopez, Gloria Montoya, Yeni Lopez' unborn child, and Haram Lopez Contreras, bystander and brother of Yeni Lopez;

WHEREAS, the City Council finds that:

- (1) other potential victims of the aforementioned accident, if any, have been given an opportunity to intervene in the lawsuit described in this ordinance;
- (2) the general public has been notified of this settlement and been given a public hearing and opportunity to object to the approval of this ordinance and settlement of this lawsuit, and no persons have objected to the findings made herein;
- (3) the general public has further been given notice of the attached **Order Confirming Wrongful Death Beneficiary Status**, and no person has objected to said order;
- (4) all findings of the Court in the attached **Order Confirming Wrongful Death Beneficiary Status** are true and accurate, and Ernesto Briano Velazquez is the father of the deceased unborn child of Yeni Lopez;
- (5) under the attached **Compromise and Settlement Agreements**, liability of the City is being paid at its maximum statutory amount pursuant to TEXAS CIVIL PRACTICE & REMEDIES CODE §101.023, and the City Council intends total liability

for bodily injuries and death from this auto accident to be limited to the \$500,000 paid hereunder;

(6) the City Council's approval of the settlements attached hereto rely upon the determination of paternity of Ernesto Briano Velazquez, concerning the unborn child of Yeni Lopez as described in the attached **Order Confirming Wrongful Death Beneficiary Status** and Ernesto Briano Velazquez's assignment of his wrongful death claims arising from the aforementioned accident to Refugio Lopez-Salas and Gabriela C. Lopez, as described in the attached **Assignment of Rights as Wrongful Death Beneficiary**, and

(7) Ernesto Briano Velazquez's attached **Assignment of Rights as Wrongful Death Beneficiary** continues to be truthful, valid, and effective.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

1. The City Council makes and affirms the aforementioned findings.

2. The City Council declares that the attached **Order Confirming Wrongful Death Beneficiary Status** is valid and, based upon evidence presented to the Court and City Council, the City Council declares and ordains that Ernesto Briano Velazquez is the father of the unborn child of Yeni Lopez who died in the auto accident on June 30, 2011 between Officer Teddy Whitefield and Yeni Lopez.

3. The amount of \$500,000 is appropriated from General Fund reserves for the settlement of the aforementioned lawsuit.

4. The City Manager is authorized to execute all necessary documents to settle *Refugio Lopez-Salas, And Gabriela C. Lopez, Individually, On Behalf Of The Estate Of Yeni Judith Lopez Contreras, Deceased, And As Next Friends Of Haram A. Lopez Contreras, A Minor, And Arturo Montoya And Gloria Montoya, Individually And On Behalf Of The Estate Of Gloria Montoya, Deceased Minor V. City Of Wichita Falls*, in accordance with the attached **Compromise and Settlement Agreements** in a total amount for bodily injuries & death of \$500,000, with changes to forms as approved by the City Attorney.

PASSED AND APPROVED this the 17th day of January, 2012.

M A Y O R

ATTEST:

City Clerk

AT: _____ O'Clock _____ M

DEC 06 2011

www.elsevier.com/locate/jmb

PATTHE DIRECT, Clerk Dist.
Courts & County Courts at Law
Wichita County, Texas
by _____ Deputy

78th JUDICIAL DISTRICT

WICHITA COUNTY, TEXAS

ORDER CONFIRMING WRONGFUL DEATH BENEFICIARY STATUS

ORDERED, ADJUDGED, and DECREED that ERNESTO BRIANO VELAZQUEZ is a wrongful death beneficiary as the natural father of BABY LOPEZ, DECEASED, for all claims and causes of action brought pursuant to the Wrongful Death Act for the death of BABY LOPEZ.

SIGNED THIS 5th day of December, 2011

Jessy W Woodcock
JUDGE PRESIDING

**THE MOTION CONFIRMING WRONGFUL DEATH BENEFICIARY IS NOT
OPPOSED BY ANY PARTIES.**

THE PARTIES HEREBY REQUEST ENTRY OF THIS ORDER:

ERSKINE & BLACKBURN, L.L.P.



By: _____

MARK B. BLACKBURN
State Bar No. 02388990
Email: mblackburn@erskine-blackburn.com

BLAKE C. ERSKINE, JR.
State Bar No. 00786383
Email: berskine@erskine-blackburn.com

TIMOTHY B. MOSS
State Bar No. 24070304
Email: tmoss@erskine-blackburn.com

6618 Sitio del Rio Blvd.,
Building C-101
Austin, Texas 78730
Telephone (512) 684-8900
Facsimile (512) 684-8920

ATTORNEYS FOR PLAINTIFFS

and

CITY OF WICHITA FALLS, TEXAS

By: _____

JULIA M. VASQUEZ, First Assistant City Attorney
State Bar No. 00795163

MILES RISLEY, City Attorney
State Bar No. 00786198

**THE MOTION CONFIRMING WRONGFUL DEATH BENEFICIARY IS NOT
OPPOSED BY ANY PARTIES.**

THE PARTIES HEREBY REQUEST ENTRY OF THIS ORDER:

ERSKINE & BLACKBURN, L.L.P.

By: _____

MARK B. BLACKBURN
State Bar No. 02388990
Email: mblackburn@erskine-blackburn.com

BLAKE C. ERSKINE, JR.
State Bar No. 00786383
Email: berskine@erskine-blackburn.com

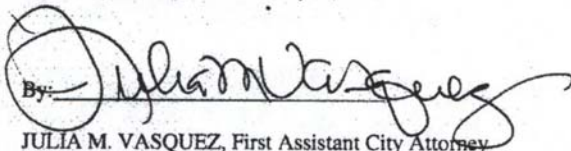
TIMOTHY B. MOSS
State Bar No. 24070304
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6618 Sitio del Rio Blvd.,
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Austin, Texas 78730
Telephone (512) 684-8900
Facsimile (512) 684-8920

ATTORNEYS FOR PLAINTIFFS

and

CITY OF WICHITA FALLS, TEXAS

By: 

JULIA M. VASQUEZ, First Assistant City Attorney
State Bar No. 00795163

MILES RISLEY, City Attorney
State Bar No. 00786198

R. KINLEY HEGGLUND, Sr. Asst. City Attorney
State Bar No. 24012810

City of Wichita Falls, Texas
Memorial Auditorium Building
1300 Seventh Street, Room 108
Wichita Falls, Texas 76301
Telephone: (940) 761-7625
Facsimile: (940)761-7626

ATTORNEYS FOR DEFENDANT

and

LAW OFFICE OF JOHN S. RUBIN, PLLC

By: John S. Rubin

JOHN S. RUBIN
Texas Bar No. 24037405
Law Office of John S. Rubin, PLLC
P.O. Box 969
Austin, Texas 78767
Telephone: (512) 439-2299
Facsimile (512) 233-0959
Email: john@jr-law.com

ATTORNEY FOR INTERVENORS

ASSIGNMENT OF RIGHTS AS WRONGFUL DEATH BENEFICIARY

[Tex. Civ. Prac. & Rem. Code §71.003(a)]

This assignment ("Assignment") is made on November 11, 2011 by Ernesto Briano Velazquez, 1406 35th Street, Wichita Falls, Texas 76302, as "ASSIGNOR," and Refugio Lopez-Salas and Gabriela C. Lopez, 1411 North 8th Street, Wichita Falls, Texas 76306, as "ASSIGNEES."

RECITALS

On June 30, 2011, Yeni Judith Lopez Contreras ("Yeni Lopez") was killed in an automobile collision which occurred at the intersection of SL 473 and 33rd Street, in Wichita Falls, Wichita County, Texas. The collision involved a vehicle operated and driven by Yeni Lopez and one operated and driven by Teddy Lynn Whitefield. At the time of her death, Yeni Lopez was approximately 7 months pregnant. Yeni Lopez's unborn fetus also expired as a result of the subject collision. Ernesto Briano Velazquez has voluntarily admitted and is acknowledged to be the biological father of Yeni Lopez's unborn child. The unborn child was the result of an exclusive relationship that Yeni Lopez had with Ernesto Briano Velazquez starting in November 2010. Yeni Lopez and Ernesto Briano Velazquez conceived the child in December 2010 and continued their exclusive relationship thereafter. During their relationship, Yeni Lopez and Ernesto Briano Velazquez had lived together, but were never married. Had the fetus survived the automobile collision and been born, it was Ernesto Briano Velazquez's intent to give the child all rights as his lawful child under the laws of Texas, including the right to carry and use his surname.

ASSIGNMENT

For and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged by ASSIGNOR, ASSIGNOR pursuant to legal rights set forth in § 71.003(a), Texas Civil Practice and Remedies Code, has GRANTED, SOLD, ASSIGNED, AND CONVEYED, and by these presents does GRANT, SELL, ASSIGN, AND CONVEY unto ASSIGNEES, any and all claims, demands, damages, losses, and causes of action that I have, had, may in the future have, or claim, arising out of or in any way related to death of the unborn fetus of Yeni Lopez and Ernesto Briano Velazquez, as a result of a collision between vehicles operated by Yeni Lopez and Teddy Lynn Whitefield, which occurred on or about June 30, 2011, at the intersection of SL 473 and 33rd Street, Wichita Falls, Wichita County, Texas. This conveyance includes all damages related to the death of the unborn fetus, including, but in no way limited to, wrongful death damages, loss of companionship and society, mental anguish, pecuniary loss, prejudgment interest, punitive or exemplary damages, and attorney's fees, and any and all other claims, demands, damages, losses, and causes of action asserted, or which could have been asserted as a result of the death of the unborn fetus of Yeni Lopez and Ernesto Briano Velazquez.

ATTORNEY-IN-FACT

ASSIGNOR irrevocably appoints ASSIGNEES his attorney-in-fact, with power of substitution and revocation, at the expense of ASSIGNEES, to use all lawful means for the recovery of damages due or to become due on the rights as wrongful death beneficiary and any related causes of action made the basis of this Assignment only, to acknowledge satisfaction of claims made, to agree upon a settlement, or to discharge any related lawsuit or legal proceeding concerning ASSIGNOR and the proceedings set forth herein. ASSIGNOR's appointment of ASSIGNEES as his attorney-in-fact is limited solely to matters related to the Assignment set forth herein.

REPRESENTATIONS

ASSIGNOR represents and warrants that he is fully aware of all of the rights and causes of action he is assigning herein. ASSIGNOR represents and warrants that he has made a full and complete investigation of circumstances surrounding the facts of the above-referenced matter and has had full opportunity to consult legal counsel of his choice. ASSIGNOR represents and warrants that he has voluntarily entered into and executed this Assignment.

ASSIGNOR further represents and warrants that he understands this to be a full, final and complete Assignment, and one which cannot be revoked at any time in the future regardless of what might take place or later occur. In making this Assignment, the ASSIGNOR has not relied upon any statements or representations pertaining to this matter made by the ASSIGNEES or by any person or persons representing the ASSIGNEES.

ASSIGNOR further represents and warrants that he has carefully read this Assignment, understand the contents thereof, that he has had full opportunity to confer with attorney(s) of his choice concerning the contents and legal consequences of the execution thereof and that he is executing this Assignment of his own free will, act and deed. ASSIGNOR agrees to execute any additional or further documents necessary to accomplish the purpose of this Assignment.

Signed this 11 day of November, 2011.

Ernesto Briano Velazquez
Ernesto Briano Velazquez

ACKNOWLEDGMENT

By way of my signature, I acknowledge that this document has been read, explained and orally interpreted in Spanish to me in its entirety. All my questions and concerns have been answered regarding the contents, wording or form of this document. I understand the document and I agree to be bound by it.

RECONOCIMIENTO

Por medio de mi firma, yo reconozco que este documento me ha sido leído, explicado e interpretado oralmente en español en su totalidad. Toda y cualesquier pregunta y duda han sido contestadas a mi satisfacción con respecto al contenido, la formulación y el aspecto del documento. Entiendo el documento y estoy de acuerdo en obligarme por medio del mismo.

Ernesto Briano Velazquez
Ernesto Briano Velazquez

11-11-11
Date / Fecha

State of Texas §

County of Wichita §

Subscribed and sworn to before me this 11 day of November, 2011

Frank X. Alvarado
Notary Public

12-23-2013
Commission Expires



Refugio Lopez Salas
Refugio Lopez Salas

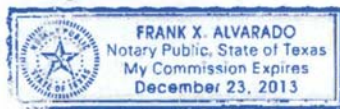
State of Texas §

County of Wichita §

Subscribed and sworn to before me this 11 day of November, 2011

Frank X. Alvarado
Notary Public

12-23-2013
Commission Expires



Gabriela Lopez Contreras
Gabriela Lopez Contreras

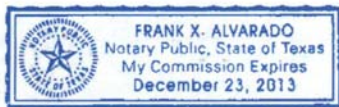
State of Texas §

County of Wichita §

Subscribed and sworn to before me this 11 day of November, 2011

Frank X. Alvarado
Notary Public

12-23-2013
Commission Expires



CAUSE NO. 175,873-B

**REFUGIO LOPEZ-SALAS and
GABRIELA C. LOPEZ, Individually
and on behalf of the ESTATE OF YENI
LOPEZ CONTRERAS, Deceased, and as
Next Friends of HARAM LOPEZ
CONTRERAS, a minor**

Plaintiffs,

ARTURO MONTOYA and GLORIA MONTOYA Individually and on behalf of the ESTATE OF GLORIA MONTOYA, Deceased Minor

Intervenors,

VS.

CITY OF WICHITA FALLS

Defendant.

IN THE DISTRICT COURT OF

WICHITA COUNTY, TX

78TH JUDICIAL DISTRICT COURT

COMPROMISE AND SETTLEMENT AGREEMENT

I. Parties

The Parties to this Compromise and Settlement Agreement (the "Agreement") are:

A. Plaintiffs:

REFUGIO LOPEZ-SALAS AND GABRIELA C. LOPEZ, Individually and on behalf of the ESTATE OF YENI JUDITH LOPEZ CONTRERAS, Deceased.

REFUGIO LOPEZ-SALAS AND GABRIELA C. LOPEZ, as wrongful death beneficiaries of BABY LOPEZ (Unborn Fetus).

B. Defendant/Released Parties

City of Wichita Falls, Teddy L. Whitefield, and their respective agents, servants, representatives.

II. Compromise and Settlement

The Parties acknowledge and agree that this Agreement is reached for the purpose of a full and final settlement and compromise of all claims, demands, and causes of action between Plaintiffs and the Released Parties including, but not limited to, any personal injury, wrongful death, property damage, and all claims and/or actions that have arisen or that may arise in the

COMPROMISE AND SETTLEMENT AGREEMENT

PAGE 1

future relating in any way to the auto collision (aka the "Incident in Question") made the basis of this Cause as styled above and as more fully described in the Intervenor's most current petition on file (collectively, the "Litigation").

The consideration detailed in this Agreement is being paid by way of compromise to avoid expenses and terminate all controversies as to Plaintiffs and the Released Parties regardless of the extent of the damages and expenses.

In the event of any dispute regarding this Agreement, any such dispute shall be resolved in Wichita County, Texas and in conformity with, and by the application of, Texas law.

The claims of Plaintiffs against the Released Parties will be dismissed with prejudice with all taxable costs taxed against the party incurring same.

III. Consideration

In consideration of the releases set forth herein, Defendant agrees to pay a total of \$225,000.00 payable to "REFUGIO LOPEZ-SALAS and GABRIELA C. LOPEZ and Erskine & Blackburn, LLP" to be divided between Plaintiffs, in their individual and representative capacities, and their attorneys pursuant to their own separate agreement.

IV. Releases, Discharges and Indemnities.

Plaintiffs and the Released Parties mutually release and discharge each other from all claims and causes of action arising out of the incident in question, or which have been or could have been alleged as part of the Litigation.

Plaintiffs hereby forever release, acquit, and discharge each of the Released Parties that might in any manner be liable to Plaintiffs for any and all claims, demands, damages and causes, known or unknown, foreseeable or unforeseeable, past, present, or future, arising directly or indirectly out of the Incident in Question, or the claims and/or allegations that form the basis of the Litigation, for and in consideration of the payments by the Released Parties herein of the consideration detailed in this Agreement.

It is further agreed that Plaintiffs will be responsible for satisfying any and all liens and subrogation interests, if any, of any person or entity bringing claims by, through, or under Plaintiffs, related to the injuries or damages arising out of the Incident in Question.

Plaintiffs hereby acknowledge that the payment to be made to Plaintiffs of the consideration detailed in this Agreement is a full, final and complete satisfaction, settlement, release, and discharge of any and all liability whatsoever on the part of the Released Parties that might in any manner be liable to Plaintiffs by reason of any condition, cause, or thing in any way related to, or arising directly or indirectly from the Incident in Question, or the claims and/or allegations that form the basis of the Litigation.

IT IS FURTHER AGREED THAT SHOULD ANY CLAIMS BE MADE BY OR ON BEHALF OF PLAINTIFFS OR BY ANY PERSON, FIRM OR CORPORATION CLAIMING BY, THROUGH OR UNDER PLAINTIFFS AGAINST ANY OR ALL OF THE RELEASED PARTIES FOR INJURIES OR DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT THE INCIDENT IN QUESTION AND/OR THE LITIGATION, THEN PLAINTIFFS WILL REPAY, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES BY PAYING ANY AND ALL JUDGMENTS INCURRED BY ANY OR ALL OF THE RELEASED PARTIES, INCLUDING REASONABLE AND NECESSARY ATTORNEYS' FEES AND COSTS OF DEFENSE, ARISING OUT OF ANY SUCH FUTURE LEGAL CLAIM OR LEGAL ACTION. THIS SPECIFICALLY INCLUDES ANY ACTION BROUGHT RELATIVE TO THE PATERNITY OF BABY LOPEZ (UNBORN FETUS) AND ANY PERSON CLAIMING TO BE A WRONGFUL DEATH BENEFICIARY.

Plaintiffs expressly WARRANT AND REPRESENT that neither they nor any agents or representatives acting on their behalf have assigned any portion of any cause of action arising directly or indirectly from the Incident in Question to anyone other than the assignment to their attorneys of record in this case of a percentage of the recovery, plus costs, in this proceeding.

BY MY SIGNATURE BELOW, PLAINTIFFS CERTIFY THAT THEY HAVE READ THIS AGREEMENT, AND FULLY UNDERSTAND ITS MEANING AND IMPORTANCE. PLAINTIFFS FURTHER CERTIFY THAT THEY HAVE DISCUSSED THIS SETTLEMENT WITH THEIR ATTORNEYS IN THIS MATTER.

ACKNOWLEDGMENT

By way of my signature, I acknowledge that this agreement has been read, explained and orally interpreted in Spanish to me in its entirety. All my questions and concerns have been answered regarding the contents, wording or form of this document. I understand the document and I agree to be bound by it.

RECONOCIMIENTO

Por medio de mi firma, yo reconozco que este acuerdo me ha sido leído, explicado e interpretado oralmente en español en su totalidad. Toda y cualesquier pregunta y duda han sido contestadas a mi satisfacción con respecto al contenido, la formulación y el aspecto del documento. Entiendo el documento y estoy de acuerdo en obligarme por medio del documento.

SIGNED on this 4th day of January ~~2011~~ ²⁰¹².

Refugio Lopez S
REFUGIO LOPEZ-SALAS

STATE OF Texas §
COUNTY OF Wichita §

Subscribed to before me by REFUGIO LOPEZ-SALAS, who acknowledged to me that he has executed the above and foregoing Agreement in the capacities stated and for the purpose and consideration therein expressed on this 4th day of January, ~~2011~~ ²⁰¹².



Karen Fleming
Notary Public

GABRIELA C LOPEZ
GABRIELA C. LOPEZ

STATE OF Texas §
COUNTY OF Wichita §

Subscribed to before me by GABRIELA C. LOPEZ, who acknowledged to me that she has executed the above and foregoing Agreement in the capacities stated and for the purpose and consideration therein expressed on this 4th day of January, ~~2011~~ ²⁰¹².



Karen Fleming
Notary Public

Authorized Representative for
City of Wichita Falls

STATE OF _____ §
COUNTY OF _____ §

Subscribed to before me by _____, a duly authorized representative for the
City of Wichita Falls who acknowledged to me that they have executed the above and foregoing
Agreement in the capacities stated and for the purpose and consideration therein expressed on
this ____ day of _____, 2011.

Notary Public

COMPROMISE AND SETTLEMENT AGREEMENT

PAGE 5

CAUSE NO. 175,873-B

**REFUGIO LOPEZ-SALAS and
GABRIELA C. LOPEZ, Individually
and on behalf of the ESTATE OF YENI
LOPEZ CONTRERAS, Deceased, and as
Next Friends of HARAM LOPEZ
CONTRERAS, a minor**

Plaintiffs,

ARTURO MONTOYA and GLORIA MONTOYA Individually and on behalf of the ESTATE OF GLORIA MONTOYA, Deceased Minor

Intervenors,

VS.

CITY OF WICHITA FALLS

Defendant.

IN THE DISTRICT COURT OF

WICHITA COUNTY, TX

78TH JUDICIAL DISTRICT COURT

COMPROMISE AND SETTLEMENT AGREEMENT

I. Parties

The Parties to this Compromise and Settlement Agreement (the "Agreement") are:

A. Intervenorors:

ARTURO MONTOYA and GLORIA MONTOYA Individually and on behalf of
the ESTATE OF GLORIA MONTOYA, Deceased Minor

B. Defendant/Released Parties

City of Wichita Falls, Teddy L. Whitefield, and their respective agents, servants, representatives.

II. Compromise and Settlement

The Parties acknowledge and agree that this Agreement is reached for the purpose of a full and final settlement and compromise of all claims, demands, and causes of action between Intervenor and the Released Parties including, but not limited to, any personal injury, wrongful death, property damage, and all claims and/or actions that have arisen or that may arise in the future relating in any way to the auto collision (aka the "Incident in Question") made the basis of this Cause as styled above and as more fully described in the Intervenor's most current petition on file (collectively, the "Litigation").

The consideration detailed in this Agreement is being paid by way of compromise to avoid expenses and terminate all controversies as to Intervenor and the Released Parties regardless of the extent of the damages and expenses.

In the event of any dispute regarding this Agreement, any such dispute shall be resolved in Wichita County, Texas and in conformity with, and by the application of, Texas law.

The claims of Intervenor against the Released Parties will be dismissed with prejudice with all taxable costs taxed against the party incurring same.

III. Consideration

In consideration of the releases set forth herein, Defendant agrees to pay a total of \$225,000.00 payable to "ARTURO MONTOYA and GLORIA MONTOYA and Law Office of John S. Rubin, PLLC" to be divided between Intervenor, in their individual and representative capacities, and their attorneys pursuant to their own separate agreement.

IV. Releases, Discharges and Indemnities.

Intervenor and the Released Parties mutually release and discharge each other from all claims and causes of action arising out of the incident in question, or which have been or could have been alleged as part of the Litigation.

Intervenor hereby forever release, acquit, and discharge each of the Released Parties that might in any manner be liable to Intervenor for any and all claims, demands, damages and causes, known or unknown, foreseeable or unforeseeable, past, present, or future, arising directly or indirectly out of the Incident in Question, or the claims and/or allegations that form the basis of the Litigation, for and in consideration of the payments by the Released Parties herein of the consideration detailed in this Agreement.

It is further agreed that Intervenor will be responsible for satisfying any and all liens and subrogation interests, if any, of any person or entity bringing claims by, through, or under Intervenor, related to the injuries or damages arising out of the Incident in Question.

Intervenor hereby acknowledge that the payment to be made to Intervenor of the consideration detailed in this Agreement is a full, final and complete satisfaction, settlement, release, and discharge of any and all liability whatsoever on the part of the Released Parties that might in any manner be liable to Intervenor by reason of any condition, cause, or thing in any way related to, or arising directly or indirectly from the Incident in Question, or the claims and/or allegations that form the basis of the Litigation.

IT IS FURTHER AGREED THAT SHOULD ANY CLAIMS BE MADE BY OR ON BEHALF OF INTERVENOR OR BY ANY PERSON, FIRM OR CORPORATION CLAIMING BY, THROUGH OR UNDER INTERVENOR AGAINST ANY OR ALL OF THE RELEASED PARTIES FOR INJURIES OR DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT THE INCIDENT IN QUESTION AND/OR THE LITIGATION, THEN

INTERVENORS WILL REPAY, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES BY PAYING ANY AND ALL JUDGMENTS INCURRED BY ANY OR ALL OF THE RELEASED PARTIES, INCLUDING REASONABLE AND NECESSARY ATTORNEYS' FEES AND COSTS OF DEFENSE, ARISING OUT OF ANY SUCH FUTURE LEGAL CLAIM OR LEGAL ACTION.

Intervenors expressly WARRANT AND REPRESENT that neither they nor any agents or representatives acting on their behalf will bring any claim, lawsuit, or legal or administrative proceeding of any type against any of the Released Parties to recover for any injuries or damages sustained by them as a result of the Incident in Question.

BY MY SIGNATURE BELOW, INTERVENORS CERTIFY THAT THEY HAVE READ THIS AGREEMENT, AND FULLY UNDERSTAND ITS MEANING AND IMPORTANCE. INTERVENORS FURTHER CERTIFY THAT THEY HAVE DISCUSSED THIS SETTLEMENT WITH THEIR ATTORNEYS IN THIS MATTER.

POR MEDIO DE MI FIRMA, YO RECONOZCO QUE ESTE ACUERDO ME HA SIDO LEÍDO, EXPLICADO E INTERPRETADO ORALMENTE EN ESPAÑOL EN SU TOTALIDAD. TODA Y CUALESQUIER PREGUNTA Y DUDA HAN SIDO CONTESTADAS A MI SATISFACCIÓN CON RESPECTO AL CONTENIDO, LA FORMULACIÓN Y EL ASPECTO DEL DOCUMENTO. ENTIENDO EL DOCUMENTO Y ESTOY DE ACUERDO EN OBLIGARME POR MEDIO DEL DOCUMENTO.

SIGNED on this _____ day of _____, 2011.

ARTURO MONTOYA

STATE OF _____ §
COUNTY OF _____ §

Subscribed to before me by ARTURO MONTOYA, who acknowledged to me that he has executed the above and foregoing Agreement in the capacities stated and for the purpose and consideration therein expressed on this ____ day of _____, 2011.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

GLORIA MONTOYA

Subscribed to before me by GLORIA MONTOYA, who acknowledged to me that he has executed the above and foregoing Agreement in the capacities stated and for the purpose and consideration therein expressed on this ____ day of _____, 2011.

Notary Public

Authorized Representative for
City of Wichita Falls

STATE OF _____ §
COUNTY OF _____ §

Subscribed to before me by _____, a duly authorized representative for the City of Wichita Falls who acknowledged to me that they have executed the above and foregoing Agreement in the capacities stated and for the purpose and consideration therein expressed on this ____ day of _____, 2011.

Notary Public

CAUSE NO. 175,873-B

**REFUGIO LOPEZ-SALAS and
GABRIELA C. LOPEZ, Individually
and on behalf of the ESTATE OF YENI
LOPEZ CONTRERAS, Deceased, and as
Next Friends of HARAM LOPEZ
CONTRERAS, a minor**

Plaintiffs,

ARTURO MONTOYA and GLORIA MONTOYA Individually and on behalf of the ESTATE OF GLORIA MONTOYA, Deceased Minor

Intervenors,

vs.

CITY OF WICHITA FALLS

Defendant.

IN THE DISTRICT COURT OF

WICHITA COUNTY, TX

78TH JUDICIAL DISTRICT COURT

COMPROMISE AND SETTLEMENT AGREEMENT

I. Parties

The Parties to this Compromise and Settlement Agreement (the "Agreement") are:

A. Plaintiffs:

REFUGIO LOPEZ-SALAS AND GABRIELA C. LOPEZ, as Next Friends of
Haram Lopez Contreras, a Minor.

B. Defendant/Released Parties

City of Wichita Falls, Teddy L. Whitefield, and their respective agents, servants, representatives.

II. Compromise and Settlement

The Parties acknowledge and agree that this Agreement is reached for the purpose of a full and final settlement and compromise of all claims, demands, and causes of action between Plaintiffs and the Released Parties including, but not limited to, any personal injury, wrongful death, property damage, and all claims and/or actions that have arisen or that may arise in the future relating in any way to the auto collision (aka the "Incident in Question") made the basis of this Cause as styled above and as more fully described in the Intervenor's most current petition on file (collectively, the "Litigation").

COMPROMISE AND SETTLEMENT AGREEMENT

PAGE 1

The consideration detailed in this Agreement is being paid by way of compromise to avoid expenses and terminate all controversies as to Plaintiffs and the Released Parties regardless of the extent of the damages and expenses.

In the event of any dispute regarding this Agreement, any such dispute shall be resolved in Wichita County, Texas and in conformity with, and by the application of, Texas law.

The claims of Plaintiffs against the Released Parties will be dismissed with prejudice with all taxable costs taxed against the party incurring same.

III. Consideration

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plaintiffs have agreed to accept the following payment from or on behalf of the Defendants and/or their insurance carrier(s) in full and complete consideration for this:

- (A.) a total sum of cash and future periodic payments, with a total present value of \$50,000.00 (Fifty Thousand Dollars and 00/100) from the City of Wichita Falls and/or its insurance to Plaintiff;

Allocated as follows:

- (B.) Payments

In consideration of the release set forth above, the total \$50,000.00 sum outlined above will be comprised of payments by Defendants and/or their insurers as set forth herein to Plaintiffs paid and allocated as follows:

1. To Refugio Lopez-Salas and Gabriela C. Lopez, as Next Friends of Haram Lopez Contreras, a Minor, and their attorneys Pablo Alvarado P.C., and Erskine & Blackburn, L.L.P. the total amount of Nineteen Thousand Five Hundred and 00/100 DOLLARS (\$19,000.00) out of which all legal costs, expenses, liens, medical expenses and attorney's fees are to be paid, and the balance to be used for the immediate use and benefit of Haram Lopez Contreras..

2. \$31,000.00 and made payable to Allstate Assignment Company to fund the periodic payments through the purchase of the annuity set forth in "Exhibit A" incorporated herein for all purposes.

3. The schedule of Periodic Payments to Haram A. Lopez Contreras (Payee) as set forth in the attached "Exhibit A", as follows:

- i. \$7,500.00 guaranteed lump sum on 09/19/2014 (Age 18);
- ii. \$12,500.00 guaranteed lump sum on 09/19/2017 (Age 21); and
- iii. \$15,332.92 guaranteed lump sum on 09/19/2021 (Age 25).

All the payments set forth herein constitute damages on account of personal physical injuries, arising from an occurrence within the meaning of Section 104(a)(2) of the IRS Code of 1986, as amended.

(C.) Qualified Assignment

The parties hereto acknowledge and agree that the Defendant and/or the Insurer may make a qualified assignment within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the Defendant's and/or Insurer's liability to make the periodic payments required herein. Any such assignment, if made, shall be accepted by the Plaintiff without right of rejection and shall completely release and discharge the Defendant and the Insurer from such obligation hereunder as are assigned to **ALLSTATE ASSIGNMENT COMPANY** (the "Assignee"). The Plaintiff recognizes that, in the event of such an assignment, the Assignee shall be their sole obligor with respect to the obligations assigned, and that all other releases that pertain to the liability of the Defendant and the Insurer shall thereupon become final, irrevocable and absolute.

If the liability to make the periodic payments is assigned by way of a Qualified Assignment:

- a. Periodic payments from the Assignee cannot be accelerated, deferred, increased or decreased by the Plaintiff or any Payee;
- b. The Assignee's obligation for payment of the periodic payments is no greater than the obligation of the person originally liable (whether by suit or agreement) for payment and from whom the obligation was assigned.

(D.) Plaintiff's Rights to Payments

Said payments cannot be accelerated, deferred, increased or decreased by the Plaintiffs or any Payee, nor shall the Plaintiffs or any Payee have the power to sell or mortgage or encumber same, or any part thereof, nor anticipate the same, or any part hereof, by assignment or otherwise.

(E.) Right to Purchase an Annuity

The Defendant, the Insurer and/or the Assignee reserve the right to fund its liability to make periodic payments through the purchase of an annuity policy from **ALLSTATE LIFE INSURANCE COMPANY**. The Defendant, the Insurer and/or the Assignee shall be the owner of the Annuity policy and shall have all the rights of ownership. The Defendant, the Insurer and/or the Assignee may have **ALLSTATE LIFE INSURANCE COMPANY** mail payments directly to the Payee. The Plaintiff shall be responsible for maintaining the currency of the proper mailing address and mortality information to **ALLSTATE LIFE INSURANCE COMPANY**.

(F.) Payee's Beneficiary

Any payments to be made after the death of the Payee pursuant to the terms of this Settlement Agreement and Release shall be made to such person or entity as shall be designated

in writing by the said Payee, upon reaching the age of majority, to the Defendant, the Insurer or the Assignee. If no such person or entity is so designated by said Payee, such payments shall be made to the Estate of the Payee. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the Defendant, the Insurer or the Assignee. The designation must be in a form acceptable to the Defendant, the Insurer or the Assignee, but in no event shall the request of the Payee be unreasonably withheld or denied.

(G.) Discharge of Obligation

The obligation of the Defendants, the Insurers or the Assignee to make each installment payment shall be discharged upon the mailing by the Payor of a valid check in the amount of such payment to the address designated by the party to whom the payment is required to be made under this Settlement Agreement.

(H.) Nature of Payments

All sums paid pursuant to this Structured Settlement constitute damages on account of personal injuries or sickness arising from physical injuries that resulted from the allegations made in the Lawsuit and no portion of the proceeds paid under this Structured Settlement represent exemplary or punitive damages nor pre-judgment or post-judgment interest.

(I.) Future Cooperation

All parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Settlement Agreement, which are not inconsistent with its terms.

IV. Releases, Discharges and Indemnities

Plaintiff and the Released Parties mutually release and discharge each other from all claims and causes of action arising out of the incident in question, or which have been or could have been alleged as part of the Litigation.

Plaintiffs hereby forever release, acquit, and discharge each of the Released Parties that might in any manner be liable to Plaintiffs for any and all claims, demands, damages and causes, known or unknown, foreseeable or unforeseeable, past, present, or future, arising directly or indirectly out of the Incident in Question, or the claims and/or allegations that form the basis of the Litigation, for and in consideration of the payments by the Released Parties herein of the consideration detailed in this Agreement.

It is further agreed that Plaintiffs will be responsible for satisfying any and all liens and subrogation interests, if any, of any person or entity bringing claims by, through, or under Plaintiffs, related to the injuries or damages arising out of the Incident in Question.

Plaintiffs hereby acknowledge that the payment to be made to Plaintiffs of the consideration detailed in this Agreement is a full, final and complete satisfaction, settlement, release, and discharge of any and all liability whatsoever on the part of the Released Parties that

might in any manner be liable to Plaintiffs by reason of any condition, cause, or thing in any way related to, or arising directly or indirectly from the Incident in Question, or the claims and/or allegations that form the basis of the Litigation.

IT IS FURTHER AGREED THAT SHOULD ANY CLAIMS BE MADE BY OR ON BEHALF OF PLAINTIFFS OR BY ANY PERSON, FIRM OR CORPORATION CLAIMING BY, THROUGH OR UNDER PLAINTIFFS AGAINST ANY OR ALL OF THE RELEASED PARTIES FOR INJURIES OR DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT THE INCIDENT IN QUESTION AND/OR THE LITIGATION, THEN PLAINTIFFS WILL REPAY, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES BY PAYING ANY AND ALL JUDGMENTS INCURRED BY ANY OR ALL OF THE RELEASED PARTIES, INCLUDING REASONABLE AND NECESSARY ATTORNEYS' FEES AND COSTS OF DEFENSE, ARISING OUT OF ANY SUCH FUTURE LEGAL CLAIM OR LEGAL ACTION.

Plaintiffs expressly WARRANT AND REPRESENT that neither they nor any agents or representatives acting on their behalf have assigned any portion of any cause of action arising directly or indirectly from the Incident in Question to anyone other than the assignment to their attorneys of record in this case of a percentage of the recovery, plus costs, in this proceeding.

BY MY SIGNATURE BELOW, PLAINTIFFS CERTIFY THAT THEY HAVE READ THIS AGREEMENT, AND FULLY UNDERSTAND ITS MEANING AND IMPORTANCE. PLAINTIFFS FURTHER CERTIFY THAT THEY HAVE DISCUSSED THIS SETTLEMENT WITH THEIR ATTORNEYS IN THIS MATTER.

ACKNOWLEDGMENT

By way of my signature, I acknowledge that this agreement has been read, explained and orally interpreted in Spanish to me in its entirety. All my questions and concerns have been answered regarding the contents, wording or form of this document. I understand the document and I agree to be bound by it.

RECONOCIMIENTO

Por medio de mi firma, yo reconozco que este acuerdo me ha sido leído, explicado e interpretado oralmente en español en su totalidad. Toda y cualesquier pregunta y duda han sido contestadas a mi satisfacción con respecto al contenido, la formulación y el aspecto del documento. Entiendo el documento y estoy de acuerdo en obligarme por medio del documento.

SIGNED on this 4th day of January, ²⁰¹²~~2011~~.

Refugio Lopez S
REFUGIO LOPEZ-SALAS, As Next Friend of
Haram A. Lopez Contreras, Minor

STATE OF Texas §
COUNTY OF Wichita §

Subscribed to before me by REFUGIO LOPEZ-SALAS, who acknowledged to me that he has executed the above and foregoing Agreement in the capacities stated and for the purpose and consideration therein expressed on this 4th day of January, ~~2011~~ ²⁰¹²



Karen Fleming
Notary Public

GABRIELA C LOPEZ
GABRIELA C. LOPEZ, As Next Friend of Haram
A. Lopez Contreras, Minor

STATE OF Texas §
COUNTY OF Wichita §

Subscribed to before me by GABRIELA C. LOPEZ, who acknowledged to me that he has executed the above and foregoing Agreement in the capacities stated and for the purpose and consideration therein expressed on this 4th day of January, ~~2011~~ ²⁰¹²



Karen Fleming
Notary Public

COMPROMISE AND SETTLEMENT AGREEMENT

PAGE 6

ACKNOWLEDGED AS TO FORM AND CONTENT:

Anne M. Bianchi
Anne Bianchi, Esq.
State Bar No. 24025251
4000 Lenore Dr.
Wichita Falls, TX 76306
Tel. 940-249-0533

GUARDIAN AD LITEM FOR HARAM A. LOPEZ CONTRERAS, MINOR

Authorized Representative for
City of Wichita Falls

STATE OF _____ §
COUNTY OF _____ §

Subscribed to before me by _____, a duly authorized representative for the
City of Wichita Falls who acknowledged to me that they have executed the above and foregoing
Agreement in the capacities stated and for the purpose and consideration therein expressed on
this ____ day of _____, 2011.

Notary Public

COMPROMISE AND SETTLEMENT AGREEMENT

PAGE 7

Final Structured Settlement Benefits
For
Haram Lopez (Male, DOB 09/19/1996)

12/20/2011

Allstate Life Insurance Company		
Description	Guaranteed Payments	
<u>Guaranteed Lump Sum Payments</u>		
Pay \$7,500.00 On 09/19/2014 (Age 18)	7,500	
Pay \$12,500.00 On 09/19/2017 (Age 21)	12,500	
Pay \$15,332.92 On 09/19/2021 (Age 25)	15,332	
Total Guaranteed Payments	35,332	
TOTAL COST	\$31,000.00	

COMPANY RATINGS		
Rating Service	Allstate Life	
A.M. Best	A+XV	
Standard and Poor's	A+	
Moody's	A1	
Fitch (formerly Duff & Phelps)	A-	

THE JamesStreet GROUP
 800-765-1660



CITY COUNCIL AGENDA
January 17, 2012

ITEM/SUBJECT: Resolution Authorizing The Purchase Of 4 Outdoor Warning Sirens, Upgrade Components For 8 Existing Units, And 44 Narrow Band Conversion Kits For Radios From American Communication In The Amount Of \$147,243.60.

INITIATING DEPT: Finance/Purchasing

COMMENTARY: The 4B Sales Tax Board and City Council approved \$160,000 for the third year of a four-year plan to upgrade existing outdoor warning sirens. The plan is to upgrade several of the newer Whelen siren systems that were purchased in 1997 and replace the old 'Thunderbolt' sirens with the Whelen sirens. This year, 8 Whelen sirens will be upgraded and 4 Thunderbolts will be replaced.

This purchase is exempt from the bid statute pursuant to TEXAS LOCAL GOVERNMENT CODE §252.022 General Exemptions, "..... (D) captive replacement parts or components for equipment;...."

Staff recommends the purchase of 4 outdoor warning sirens upgrade components for 8 existing units and 44 narrow band conversion kits for radios from American Communication in the amount of \$147,243.60.

☒ Assistant City Manager/CFO ☒ Purchasing Agent

CITY MANAGER'S REMARKS: Approval of this resolution would authorize the purchase of new storm warning sirens, upgrade components and narrow banding radio equipments in the amount of \$147,243.60. The 4B Sales Tax Board and City Council previously approved \$160,000 for the third year of a four-year plan to upgrade existing outdoor warning sirens.

☒ **City Manager**

ASSOCIATED INFORMATION: Resolution, Component List

BUDGET CERTIFICATION (Account No./ Amount) (452-4325-76140) / (\$147,243.60)

☒ **Budget Office Review**

LEGAL CERTIFICATIONS:

☒ **APPROVED AS TO FORM:**

CODIFICATION:

☐ YES ☒ NO

City Attorney

RESOLUTION NO. _____

**Resolution Authorizing The Purchase Of 4 Outdoor Warning Sirens,
Upgrade Components For 8 Existing Units, And 44 Narrow Band
Conversion Kits For Radios From American Communication In The
Amount Of \$147,243.60**

WHEREAS, the 4B Sales Tax Board has approved funding of a four-year plan to upgrade and replace the City's outdoor warning sirens; and

WHEREAS, the City Council wishes to enhance the City's outdoor warning system for the safety and well being of the citizens, and

WHEREAS, the City Council finds that this purchase is exempt from the State's competitive bidding requirements pursuant to TEXAS LOCAL GOVERNMENT CODE §252.022 because it is a procurement necessary to preserve or protect the public health or safety of the municipality's residents and because it is a procurement of items that are available from only one source in accordance with subsection (a)(7) thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

The purchase of four outdoor warning sirens, upgrade components for 8 existing units and 44 narrow band conversion kits for radios from American Communication is approved in the amount of \$147,243.60, as described in the attached **Outdoor Warning System Component List**, and City staff is authorized to execute all documents necessary to effectuate said purchase.

PASSED AND APPROVED this the 17th day of January, 2012.

MAYOR

ATTEST:

City Clerk

Outdoor Warning System Component List

COMPONENT LIST			UNIT	EXT.
			COST	COST
6	EA	FPU2810 FRONT PANEL UPGRADE FOR 10 CELL	\$ 6,440.00	\$ 38,640.00
2	EA	FPU2805 FRONT PANEL UPGRADE FOR 5 CELL	\$ 3,965.00	\$ 7,930.00
8	EA	46-0968952-00 DIGITAL VOICE INTERFACE HARNESS20	\$ 20.00	\$ 160.00
8	EA	02-0168899-00 DIGITAL VOICE ADAPTER BOARD	\$ 50.00	\$ 400.00
8	EA	C2020H 2-WAY RADIO INTERFACE FOR SIREN	\$ 1,522.40	\$ 12,179.20
4	EA	VORTEXRE SIREN WITH2-WAY RADIO INTERFACE	\$ 10,991.20	\$ 43,964.80
4	EA	VC2020H VHF RADIO	\$ 1,522.40	\$ 6,089.60
4	EA	VSBC80 : 80 SOLAR	\$ 1,495.00	\$ 5,980.00
44	EA	NARROW BAND CONVERSION KITS FOR RADIOS	\$ 725.00	\$ 31,900.00

TOTAL ORDER

\$ 147,243.60

CITY COUNCIL AGENDA
January 17, 2012

ITEM/SUBJECT: Resolution Authorizing Expenditure By The City of Wichita Falls Police Department From The Seized Funds Account In The Amount Of \$77,223.73 For The Procurement Of Various Items Not Included In The FY 2011 / 2012 General Fund Budget

INITIATING DEPT: Police Department

COMMENTARY: The Organized Crime and Special Operations Section of the Wichita Falls Police Department are awarded funds confiscated from illegal activities. These funds, with approval of the City Manager and City Council, are at various times required to supplement the General Fund Budget. The City of Wichita Falls has used seized funds for many projects that would not have been possible without this extra money. Projects currently exist for which these seized funds may be used, and those funds are presently available. The approval of this resolution will provide funding necessary in the procurement of various items needed, for a total expenditure of \$77,223.73. See attached itemized list of expenditures.

☒ Police Chief

CITY MANAGER'S REMARKS: Seized funds have been used by the City of Wichita Falls to procure various equipment and supplies needed by the Police Department that otherwise would not be possible since funding was not allocated in the General Fund. The list of proposed expenditures is attached and as described, is needed for the operations of the Police Department.

☒ City Manager

ASSOCIATED INFORMATION: Resolution, Exhibit A

BUDGET CERTIFICATION (Account No./Amount) (280-3310) / (\$77,223.73)

☐ Budget Office Review

LEGAL CERTIFICATIONS:

☒ APPROVED AS TO FORM:

CODIFICATION:

☐ YES ☒ NO

City Attorney

RESOLUTION NO. _____

**Resolution Authorizing Expenditure By The City of Wichita Falls
Police Department From The Seized Funds Account In The Amount
Of \$77,223.73 For The Procurement Of Various Items Not Included In
The FY 2011 / 2012 General Fund Budget**

WHEREAS, the City of Wichita Falls Police Department is awarded confiscated funds;

WHEREAS, certain programs and procurements may be funded entirely by the seized funds account;

WHEREAS, the City of Wichita Falls Police Department has funding available in the amount of \$77,223.73 in the seized funds account; and

WHEREAS, it is the desire of the City Council to authorize this expenditure.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS TEXAS, THAT:

The expenditure of funds in the amount of \$77,223.73 is hereby authorized for expenses necessary for the procurement of necessary items needed for Police Department equipment and supplies, as described in **Exhibit A**.

PASSED AND APPROVED this the 17th day of January, 2012.

MAYOR

ATTEST:

City Clerk

Exhibit A

SUGGESTED EXPENDITURES & JUSTIFICATION SEIZED FUNDS ACCOUNT

1. 4 ea. – Scuba Gauge and Console \$1,560.00
These items are what keep track of air levels and underwater depth, these sets of data are critical to insure diver's safety. The consoles and gauges currently in inventory are about 10 years old. The new computer gauges and consoles will allow the dive team to filter out older equipment and get new items which will enhance our safety. The newer consoles and gauges have computers that help the diver by keeping track of the nitrogen levels in his blood, because of his time submerged, alert him to the need for a safety stop and it will let the diver know when it is safe to reenter the water.
2. 3 ea. – BCD Scuba Vest \$1,950.00
These are the vests that the dive team uses to control the rise and sink rate while underwater. They house the weights needed to stay down, hold the air tanks that hold our air. In an emergency these items can serve as a flotation device. These items are the foundation on which the remainder of our equipment is staged. We have one vest which is old and outdated and two that have significant tears in them.
3. 1 ea. – Cellular Response Console \$1,245.00
The Cellular Response Console allows SWAT/Negotiators to communicate and record cell phone conversations with suspects. The recorder allows other negotiators to listen in on negotiations and offer tips for a successful negotiation.
4. 1 ea. – Mobile Surveillance System \$9,500.00
The system is a small, low power unit that allows you to consistently view the highest quality real-time video. The system is capable of multiple viewers at any given time.
5. 1 ea. – Industrial Shelving \$2,413.30
The shelving units are needed to provide safe and secure storage of oversize/overweight items for the long term at the Impound Lot. As important as the shelving, an industrial style walk up ladder is needed to be able to take items up to the maximum storage height of 7 foot. A common step ladder is not secure enough. The requested ladder has a top platform for use, as well as handrails for safety.

6. 10 ea. – Taser's \$8,499.90
These are for the new recruits. Taser's have proven that they are a substantial aid to officers in the field. They have reduced use of force situations and injuries resulting from physical confrontation to both officers and suspects.
7. 70 ea. – Taser Batteries \$2,656.50
The Training Unit is task with the taser training of each new police officer trainee during the 24 week Police Academy. It is necessary to provide the initial training and then repeated practical problem training scenarios throughout the duration of the Academy. Replacement batteries are needed for trainees and instructors during this time period. The Training Unit also provides annual recertification of all officers certified to carry the taser. This requires a number of taser cycles to be accomplished by the officer. Many times we find that the Officer has a low battery when reporting for training or indicates a low battery upon completion of training.
8. 68 ea. – DVD Writers for Laptops \$25,500.00
These DVD Writers will be for Support Services (57), Community Services (7) and Strategic Planning (4). Currently we are experiencing difficulty in viewing video and burning digital evidence because the new laptops did not have DVD writers included when they were purchased. The writers would make it possible for detectives and other investigators to view in-store video evidence at their desk, burn statements to disc for their prosecution and evidence reports, copy presentations, and for review of new police programs. The DVD is also used to burn crime scene photos for the prosecution reports as well. The DVD has a greater saving capacity which allows the detective and other investigators to save more data to one disc which saves on cost as well as the number of items to keep up with for the prosecutors.
9. 205 ea. – Elements of a Crime Books \$1,500.00
The 2012-2013 edition includes all the changes in the law as well as all elements of crime listed in the Texas Penal Code.
10. 2 ea. – Armored Vehicles \$13,552.03
These funds will be used for parts and repairs and to transport two armored vehicles to Wichita Falls that have been transferred from the U.S. Army DRMO under the Texas 1033 Program to reutilize military equipment. These vehicles would be used to transport officers into hostile scenes where the suspects are armed, for downed officer rescues and as a rescue vehicle in flooding or snow.
11. 1 ea. – Mapping Laser, Computer & Software \$8,338.00
This will be used to diagram indoor and outdoor crime scenes using accurate measurements and to print diagrams for court room exhibits.

12. 1 ea. – PocketZone Software \$509.00
This software is for the Crash Unit and it is used to collect measurement data at crash scenes and crime scenes. The software works with department total stations and laser measurement devices. Investigators can map points and draw lines and curves, place labels, and even add pre-drawn symbols. Investigators see the drawing as it is being created, so they leave the scene confident that all the details have been accurately measured and recorded.

TOTAL FUNDING AVAILABLE	
ACCOUNT 280-3310 SEIZED FUNDS:	\$154,661.57
TOTAL ESTIMATED PROCUREMENT	
SEIZED FUNDS ACCOUNT:	<u><\$77,223.73></u>
AVAILABLE BALANCE LESS	
THIS REQUESTED PROCUREMENT:	\$ 77,437.84